## Request of Quote Wabash Commons Commercial Subdivision Erosion Control and Site Clean-Up

This Request for Quote is the official notice of needed construction services by the West Lafayette Board of Public Works and Safety (the "Board").

The Board is requesting the following quotes:

### Grading and Aggregate Placement Time and Materials:

This will consist primarily of re-grading the vacant areas associated with the Wabash Commons Commercial Subdivision (former K-Mart) on Sagamore Parkway West in West Lafayette, Indiana. Currently the site has undergone demolition and has various stockpiles recycled fill material.

Grading work shall be performed to first re-grade open areas of the site to provide positive drainage to existing inlet structures and re-work low areas to prevent ponding. It is anticipated that on site recycled materials will then be evenly distributed across the remainder of the disturbed areas of the site.

Time and Material quotes should include figures for any required hauling of materials needed to complete the work. Excess material shall be stockpiled or removed, as directed. Existing silt fence will also be re-installed and new stone sediment basins will be constructed at the existing inlet structures.

#### Fencing:

Provide quotes for fence installation for site protection and access purposes. A separate price should be given for two types of fence so the Board can choose between construction-type snow fence and 6'-0" chain link fence. Access will be via the existing construction entrance from Nighthawk Drive (former K-Mart drive). Existing access gates shall be reset and maintained.

#### **Approach Drive Construction:**

A quote for construction of the approach drive from Nighthawk Dr. should be provided to install new concrete curbs, sidewalks and ramps as well as asphalt pavement areas per the attached plans. Construction of the new approach will only include the portion of the plan within the street right-of-way for Nighthawk Dr.

All work should be complete no later than August 31, 2009.

The Time and Materials work will be quoted on the attached sheet. Please quote rates for all of the equipment, labor, and materials listed. If you do not have the exact equipment listed please propose an equivalent machine and rate.

The prices quoted shall be in effect until August 1, 2010 for potential use city-wide should other small excavation and/or grading needs arise.

T & M work at the Wabash Commons site will be coordinated in the field by a representative of the City. The City Representative and the successful contractor will agree to the exact equipment and labor required prior to beginning work.

The Contractor shall carry all necessary insurance and bonding coverage per INDOT R/W permit requirements. The Contractor shall also provide a Certificate of Insurance to the Board and the City of West Lafayette per the attached Insurance Requirements.

The Contractor shall be responsible for the determination and notification of all affected utilities and for the coordination of all work with the utilities and the Board.

An onsite pre-quote meeting will be held on July 30, 2009, 10:00am in the existing parking lot at the site.

Sealed quotes should be submitted on the enclosed Quote Sheet to: City Engineer, West Lafayette Engineering Department, 609 West Navajo Street, West Lafayette, IN 47906 on or before Noon, 12:00pm (local time) on July 31, 2009 to be considered. Quotes should be submitted in a sealed envelope identified by "Grading at Wabash Commons" on the outside of the envelope.

Quotes will be taken under consideration for the issuance of a purchase order to the most responsive and responsible firm which provides a quote most advantageous for the Board.

Any questions concerning this Request for Quotes should be directed to Dave Buck, City Engineer at (765)775-5130.

#### Wabash Commons Commercial Subdivision Erosion Control and Site Clean-Up

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## City of West Lafayette Insurance Requirements

The Contractor shall furnish to the City an acceptable performance and payment bond in the amount of one hundred percent (100%) of the contract price including subsequent modifications of work and contract price. Said bond shall secure the Contractor's performance, and payment of labor, materials, subcontractors, supplies and any furnishing service. Bid bond shall be written by a surety authorized to do business in the State of Indiana and who maintains at least one (1) established place of business, in the State and in a location of which the continuance is not dependent upon decision of individual personnel of the Surety within the State.

The City of West Lafayette's risk management strategy requires the contractor provide us with evidence of insurance that meets the minimum requirements listed below for this project. This coverage must be placed with an insurance company with an A.M. Best rating of A-:VII or better. Please provide a Waiver of Subrogation in favor of the City of West Lafayette, Indiana as it pertains to Commercial General Liability, Workers Compensation, and Automobile Liability.

#### Insurance Requirements:

(a) Commercial General Liability (Occurrence Form)

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000
(other than Prod/Comp Ops Liability)	

Personal & Advertising Injury Liability \$1,000,000

Coverage shall be subject to a per project or vendor general aggregate provision that names all jobs performed by subcontractor if applicable. The City of West Lafayette, Indiana must be named as an Additional Insured per ISO forms CG2010 and CG2037 or their equivalent. The insurance will be considered primary and noncontributory before any other applicable coverage. Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

# (b) Automobile Liability \$1,000,000 each accident If subcontractor at any time transports hazardous materials, subcontractor shall carry appropriate auto pollution coverage. Hired and Non-Owned auto liability coverage is to be included. The insurance will be considered primary and noncontributory before any other applicable coverage. Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

(c) Workers Compensation and Employer's Liability
Worker's Compensation
State Statutory Limits
Employer's Liability
Bodily Injury by Accident
\$1,000,000 ea. accident

Bodily Injury by Disease \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 ea. employee Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

(d) Umbrella Liability
Each Occurrence and Aggregate

\$1,000,000

(e) Professional Liability (Applicable for Professional Services only rendered to the City) All subcontractors performing design, engineering, surveying, testing, or other professional services shall carry professional liability (errors and omissions) insurance. This policy shall provide at least \$1,000,000 for each occurrence and \$2,000,000 aggregate.

The Contractor shall secure, and maintain throughout the life of this contract, such insurance as will protect himself, the City and the Engineer from claims for bodily injury, death or property damage, arising from the Contractor's operations under the contract documents. Policies shall include the standard rider for coverage under Paragraph 8.03 of Article 8 of these General Conditions. Each policy shall contain a clause providing that such policy shall not be canceled by the insurer until after 30 days written notice, to the City, of intent to cancel. The Contractor shall not commence construction, or any operation pertaining thereto, until he has obtained all insurance required by this paragraph and shall have filed with the City either the insurer's certificate of such insurance or certified copies of the policies.

Indemnity: The Contractor shall indemnify and save harmless the City and agents and employees of the City, and the Engineer and agents and employees of the Engineer, from and against as allowed by law every loss and expense incurred by the City and agents and employees of the City and the Engineer and agents and employees of the Engineer, these and any of them, on account of claim, demand, payment, suit, action, judgment or recovery occurring by reason of, or out of, the work. Said indemnity shall be in the full amount of recovery had against the City and agents or employees of the City and the Engineer and agents and employees of the Engineer, these and any of them, plus such expense as may be incurred in determining and defending against such action, and plus legal fees of Defense Counsel.

Patents and Royalties: If the Contractor uses any design, device, material, method or process covered by patent or copyright he shall provide for such use by legal agreement with the holder of the patent or copyright and shall pay all fees and charges pertaining thereto.





